

Settlement Agmt. attached

RESOLUTION NO. 71-83

BOARD OF DIRECTORS
BLUE RIDGE SEWER IMPROVEMENT DISTRICT

**RESOLUTION APPROVING SETTLEMENT AGREEMENT BETWEEN
BLUE RIDGE SEWER IMPROVEMENT DISTRICT AND JEFFERSON J. LARSON**

WHEREAS, The District wishes to settle all past and future claims of Jefferson J. Larson against the District relating to the construction of a sewer in Assessment Area 3B; and

WHEREAS, The District wishes to obtain deeds for those easements required by the District for the above mentioned sewer under the ownership or control of Jefferson Larson; and

WHEREAS, Jefferson Larson has agreed to accept three thousand, five hundred dollars (\$3,500.00) as final settlement for all past and future claims for damages relating to the construction of the above mentioned sewer; and

WHEREAS, Jefferson Larson has agreed to convey all necessary easements to the District.

THEREFORE, BE IT RESOLVED that:

The attached Settlement Agreement between Blue Ridge Sewer Improvement District and Jefferson Larson is hereby approved and that the Chairman is authorized to execute the same.

ADOPTED this 23rd day of August, 1983.

BLUE RIDGE SEWER
IMPROVEMENT DISTRICT

By: *[Signature]*
Chairman

ATTEST: *[Signature]*

L-L/Res-1

SETTLEMENT AGREEMENT

This Agreement made and entered into this 23rd day of August, 1983, by and between the Blue Ridge Sewer Improvement District Assessment Area 3B ("AA 3B") Navajo County, Arizona and Jefferson J. Larson.

WHEREAS, the Blue Ridge Sewer Improvement District has been granted an easement for utility purposes described as follows:

A permanent sewer easement through that part of the SW 1/4 of the SW 1/4 of Section 26, Township 9 North, Range 22 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, more particularly described as follows:

The North 12.8 feet of Lot 33, and the North 9.3 feet of Lots 34 through 40, the North 7.3 feet of Lots 42 through 44, and the North 12.0 feet of Lots 45 through 48, Lakeside Forest Estates Unit 1, according to Book 10 of Maps, Page 40, records of Navajo County, Arizona, lying North of and adjacent to the South 1/16th line of said Section 26.

and

A permanent sewer easement described as a ten foot wide strip of land South of the Northerly property line of Lot 11, Lakeside Forest Estates Unit 1, according to Book 10 of Maps, Page 40, records of Navajo County, Arizona.

WHEREAS, Jefferson J. Larson has been the owner or has had the power to convey and currently is the owner or has power to convey, or has control of an entity or entities that have the power to convey portions of said property.

WHEREAS, Jefferson J. Larson has made a claim against the Blue Ridge Sewer Improvement District AA 3B for damages done to that portion of his property over which said easement crosses.

THEREFORE, the Blue Ridge Sewer Improvement District AA 3B and Jefferson J. Larson hereby agree:

1. That without admitting any liability therefore, the Blue Ridge Sewer Improvement District will pay to Jefferson J. Larson the sum of three thousand, five hundred dollars and 00/100 (\$3,500.00) in consideration of his release of the above described damages.
2. That Jefferson J. Larson will release any and all present and future claims against the Blue Ridge Sewer Improvement District relating to the construction in Assessment Area 3B.
3. That Jefferson J. Larson shall quit claim easements to Blue Ridge Sewer Improvement District for those portions of the above described property currently in his ownership or control as a condition of receiving payment from Blue Ridge Sewer Improvement District.

4. That each party will be responsible for all costs incurred and attorney's fees as a result of this action.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Jefferson J. Larson

SUBSCRIBED AND SWORN TO before me this _____ day
of _____, 1983.

Notary Public

My Commission Expires: _____

BLUE RIDGE SEWER
IMPROVEMENT DISTRICT



Chairman

ATTEST:



L-1-LarsonAgmt

RESOLUTION NO. 83-7

PINETOP LAKESIDE SANITARY DISTRICT

**RESOLUTION RECOMMENDING THAT THE BOARD OF DIRECTORS OF THE
BLUE RIDGE SEWER IMPROVEMENT DISTRICT AUTHORIZE SETTLEMENT
WITH JEFFERSON J. LARSON**

WHEREAS, Jefferson J. Larson has made claim for damages against the District;
and

WHEREAS, Jefferson J. Larson has promised to Quit Claim to the District certain
necessary easements; and

WHEREAS, it is in the best interest of the Blue Ridge Sewer Improvement District
to settle Jefferson J. Larson's damage claim in the amount of three thousand five
hundred dollars (\$3,500.00) and to require Jefferson J. Larson to convey the easements as
a condition of settling the claim.

THEREFORE, BE IT RESOLVED that:

The Board of Directors of the Pinetop Lakeside Sanitary
District hereby recommends to the Board of Directors of the
Blue Ridge Sewer Improvement District that they offer
Jefferson J. Larson \$3,500.00 for settlement of his claim and
require that he convey the easement at the same time of
execution of the Settlement Agreement.

ADOPTED this 11th day of August, 1983.

PINETOP LAKESIDE SANITARY DISTRICT

By: 

Chairman

ATTEST: 

Settlement report attached

RESOLUTION NO. 7-83

BOARD OF DIRECTORS
BLUE RIDGE SEWER IMPROVEMENT DISTRICT

**RESOLUTION APPROVING SETTLEMENT AGREEMENT BETWEEN
BLUE RIDGE SEWER IMPROVEMENT DISTRICT AND JEFFERSON J. LARSON**

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WHEREAS, The District wishes to obtain deeds for those easements required by the District for the above mentioned sewer under the ownership or control of Jefferson Larson; and

WHEREAS, Jefferson Larson has agreed to accept three thousand, five hundred dollars (\$3,500.00) as final settlement for all past and future claims for damages relating to the construction of the above mentioned sewer; and

WHEREAS, Jefferson Larson has agreed to convey all necessary easements to the District.

THEREFORE, BE IT RESOLVED that:

The attached Settlement Agreement between Blue Ridge Sewer Improvement District and Jefferson Larson is hereby approved and that the Chairman is authorized to execute the same.

ADOPTED this 23rd day of August, 1983.

BLUE RIDGE SEWER
IMPROVEMENT DISTRICT

By: *[Signature]*
Chairman

ATTEST: *[Signature]*

L-L/Res-1

SETTLEMENT AGREEMENT

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The North 12.8 feet of Lot 33, and the North 9.3 feet of Lots 34 through 40, the North 7.3 feet of Lots 42 through 44, and the North 12.0 feet of Lots 45 through 48, Lakeside Forest Estates Unit 1, according to Book 10 of Maps, Page 40, records of Navajo County, Arizona, lying North of and adjacent to the South 1/16th line of said Section 26.

and

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THEREFORE, the Blue Ridge Sewer Improvement District AA 3B and Jefferson J. Larson hereby agree:

1. That without admitting any liability therefore, the Blue Ridge Sewer Improvement District will pay to Jefferson J. Larson the sum of three thousand, five hundred dollars and 00/100 (\$3,500.00) in consideration of his release of the above described damages.
2. That Jefferson J. Larson will release any and all present and future claims against the Blue Ridge Sewer Improvement District relating to the construction in Assessment Area 3B.
3. That Jefferson J. Larson shall quit claim easements to Blue Ridge Sewer Improvement District for those portions of the above described property currently in his ownership or control as a condition of receiving payment from Blue Ridge Sewer Improvement District.

4. That each party will be responsible for all costs incurred and attorney's fees as a result of this action.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Jefferson J. Larson

SUBSCRIBED AND SWORN TO before me this _____ day
of _____, 1983.

Notary Public


My Commission Expires: _____

BLUE RIDGE SEWER
IMPROVEMENT DISTRICT



Chairman

ATTEST:



L-l-LarsonAgmt

RESOLUTION NO. 83-7

PINETOP LAKESIDE SANITARY DISTRICT

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execution of the Settlement Agreement.

ADOPTED this 11th day of August, 1983.

PINETOP LAKESIDE SANITARY DISTRICT

By: [Signature]
Chairman

ATTEST: [Signature]